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AGREEMENT

between

TOWN OF BLOOMING GROVE

and

BLOOMING GROVE POLICE BENEVOLENT ASSOCIATION, INC.

JANUARY 1, 2009 THROUGH DECEMBER 31, 2011

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AGREEMENT made this ____ day of _____, 2011, by and between the TOWN OF BLOOMING GROVE, Orange County, New York (hereinafter referred to as the "Town") and the BLOOMING GROVE POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the "PBA").

ARTICLE 1

DEFINITIONS

For the purposes of this Agreement, the following terms shall be deemed to have the meaning set forth as follows:

- A. **TOWN** - shall mean the Town of Blooming Grove, the Town Board of the said Town or any designated representative thereof.
- B. **PBA** - shall mean the Blooming Grove Police Benevolent Association, Inc.
- C. **POLICE OFFICER/EMPLOYEE** - shall mean any full time police officer of the Town of Blooming Grove Police Department below the rank of Chief or Sergeant.
- D. **LENGTH OF SERVICE** - shall mean the total amount of calendar time from the date a police officer began duty with the Town of Blooming Grove as a full time police officer.
- E. **CALENDAR DAY** - shall mean the twenty-four (24) hour period commencing at 11:00 p.m.

ARTICLE 2

RECOGNITION OF PBA - PBA ACTIVITIES

A. The Town, pursuant to the Civil Service Law and in accordance with the provisions of the General Municipal Law of the State of New York, hereby recognizes the PBA as the sole and exclusive representative for collective bargaining with respect to wages, hours and other conditions of employment for all police officers of the Town.

The Town agrees, pursuant to the statutes above named, that the PBA has unchallenged representative status for the maximum period permitted by law.

B. The PBA shall have access to said employees and shall be able to meet with them at any time so long as work schedules and work routines are not affected.

C. The Town agrees that it will not enter into any agreements with respective police officers which the PBA represents, which agreements are contrary to the provisions hereof.

D. Upon written authorization of the employee concerned and unless he/she subsequently revokes such written authorization, the Town shall deduct PBA membership dues from the employee's bi-weekly pay in the amounts specified in the written authorization.

The amounts so deducted shall be forwarded to the PBA or designee, at regular intervals, payable to the Blooming Grove Police Benevolent Association, Inc., and sent to the President of the PBA at P. O. Box 21, Blooming Grove, New York 10914, or address of the designee as provided to the Town.

The Town agrees, in accordance with Chapter 677 of the 1977 Laws of New York, to deduct from the Base Wage of an employee who is not a member of the PBA, but who is represented by the PBA for the purpose of collective negotiations, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the PBA, provided that the PBA establish and maintain a procedure providing for the refund to any employee demanding the return of any part or such Agency Shop Fee deduction, which represents the employee's pro rata share of the expenditures by the PBA in and of activities or causes only incidentally related to terms and conditions of employment.

ARTICLE 3

BASE WAGE AND LONGEVITY

A. A police officer shall be paid a Base Wage determined by the length of service with the Town as set forth in Appendix "A", attached hereto and made a part of this Agreement.

B. A police officer shall be paid 2/52 of his/her gross Base Wage per year during the term of this Agreement. The foregoing sum shall be known as the police officer's bi-weekly Base Wage, and one-half (1/2) of this sum shall be known as the police officer's weekly Base Wage. A police officer's hourly rate of pay shall be 1/40 of his/her weekly Base Wage.

C. All new hires with any prior credited police service shall be placed at Step 2 – After 1 Year of the Base Wage Schedule.

D. All existing and new police officers shall receive one (1) year for every two (2) years of prior police service, or any part thereof, for placement on the Longevity Schedule after reaching Step 5 (i.e., police officer is hired and had 4 years and 2 months of prior credited police service when hired. The police officer shall receive 2 years and 1 month of prior credited police service after reaching Step 5 of the Base Wage Schedule for placement on the Longevity Schedule). Thereafter, each police officer shall move to the next Step of the Base Wage Schedule based on his/her anniversary date. The Base Wage amount set forth in each Step shall begin in the pay period in which the police officer completes his/her first (1st) full tour of duty based on his/her anniversary date.

ARTICLE 4

OUT-OF-TITLE

If an employee is ordered or required to perform the work of a Detective/Investigator, Sergeant or Chief of Police (or any other rank subsequently established in the police department), he/she shall receive the appropriate rate of pay of such position for all hours of said assignment.

ARTICLE 5

OVERTIME

A. Except as hereinafter stated, for each hour in excess of eight (8) hours worked, within a twenty-four (24) hour period beginning at 11:00 p.m., a police officer shall be paid one and one-half (1 ½) times his/her hourly rate of pay; a police officer shall also be entitled to be paid one and one-half (1 ½) times his/her hourly rate of pay after forty (40) hours work within a calendar week. Compensatory time off shall not be substituted for overtime.

B.

1. A police officer required to work extra duty time, which time is contiguous, either prior or subsequent to a scheduled tour of duty, shall be paid for such time as herein designated overtime. A police officer who works extra duty time contiguous with a tour of duty shall receive two (2) hours minimum overtime pay or the amount of time actually worked, whichever is greater (e.g. scheduled to work the "C" line tour of duty, 3:00 p.m. to 11:00 p.m. and is called at 1:30 p.m. and reports at 2:00 p.m., paid two (2) hours of overtime). A police officer reporting to work extra duty time greater than two (2) hours shall receive a minimum of four (4) hours compensation. In the event a police officer continues past his/her eight (8) hour tour of duty, he/she shall receive a minimum of two (2) hours of overtime pay (e.g. using the same example herein and that police officer worked until 12:00 midnight, paid two (2) hours of overtime) or the amount of time actually worked, whichever is greater.

2. Extra duty time worked on a calendar day on which the police officer is scheduled to work a tour of duty in which extra duty time is not contiguous with that tour of duty shall be paid based on a minimum of four (4) hours or the amount of time actually worked, whichever is greater.

3. A police officer who works any extra time on a calendar day not part of his/her tour of duty and not contiguous with a tour of duty shall be credited with a minimum of four (4) hours worked or the actual time worked, whichever is greater, and he/she shall be paid one and one-half (1 ½) times his/her hourly rate of pay. No police officer shall be required to work beyond the purpose for which he/she was recalled.

C. Payments for Court Appearances:

1. A police officer will be paid at the rate of one and one-half (1 ½) times his/her hourly rate of pay for all authorized court appearances outside his/her regularly scheduled

workday, at all courts including Motor Vehicle Hearings, and will be paid a minimum of four (4) hours at one and one-half (1 1/2) times his/her hourly rate of pay. No police officer shall be required to work beyond the purpose for which he/she was recalled.

2. A police officer will also be paid traveling expenses at the established Town rate to and from all authorized court appearances, if said police officer uses his/her own vehicle.

3. Time to be considered part of the appearance shall commence upon arrival at the Police Headquarters and end when the appearance is concluded.

D. Commencement of Payments:

Payments set forth in this Article shall commence from portal-to-portal at the police department.

ARTICLE 6

TOURS OF DUTY

A. There will be three (3) primary permanent tours of duty for patrol consisting of the "A," "B" and "C" lines, and a permanent "D" line, which may be bid or involuntarily assigned, as set forth herein, except the Detective/Investigator. The permanent tours of duty shall be as follows:as follows:

"A" line	11:00 p.m. to 7:00 a.m.
"B" line	7:00 a.m. to 3:00 p.m.
"C" line	3:00 p.m. to 11:00 p.m.
"D" line	6:00 p.m. to 2:00 a.m.

The Detective/Investigator shall be assigned to work a 10:00 a.m. to 6:00 p.m. tour of duty, Tuesday through Saturday. The tour of duty may be flexed up to three (3) hours in either direction of the starting and ending times.

The bidding of the permanent tours of duty shall be done by seniority during the month of October each year for the ensuing January 1st. The staffing levels for bidding each of the permanent tours of duty shall be determined by the Chief of Police (see illustration attached hereto as Appendix "B"). In the event there are insufficient volunteers based on seniority, the Chief of Police may assign employees in the inverse order of seniority to the "A" line first, then the "C" line and then the "B" line until the staffing levels have been achieved. The "D" line tour of duty may be bid or involuntary assigned to only one (1) employee when the staffing levels determined by the Chief of Police have been met on the three (3) primary permanent tours of duty. At the time of each bidding selection, each employee shall select a first (1st), second (2nd), third (3rd) and fourth (4th) choice for tours of duty (example: 1st choice = "A" line, 2nd choice =

"C" line, 3rd choice = "B" line and 4th choice = "D" line) for the ensuing January 1st. In the event a vacancy in any tour of duty occurs during any year due to promotion, resignation, retirement, or disability, death ~~or disability~~, and the Town elects to fill that vacancy, the Chief of Police shall post the vacancy to be filled for a minimum of ten (10) calendar days prior to its filling, providing an employee(s) with an opportunity to submit for that tour of duty(s). The vacancy shall be filled by seniority. It is agreed and understood that any previously approved time off shall be granted to the employee filling the vacancy.

B. A police officer shall work the same tour of duty, unless 24-hour prior notice is given prior to any tour of duty change. Any such change in tour of duty will only occur due to a shortage in personnel due to absence or special events requiring a concentration of personnel during a tour of duty. Any time worked outside a police officer's scheduled tour of duty shall be deemed time in excess of eight (8) hours during any one calendar day, and subject to overtime pay.

C. There shall be permanent tours of duty consisting of four (4) consecutive days on, followed by two (2) consecutive days off as set forth in "A" above. The Detective/Investigator shall receive one (1) work schedule "chart day" each calendar month to be taken either in conjunction with his/her regular days off or as mutually agreed upon between the Chief of Police and the Detective/Investigator.

D. An employee assigned to training shall not count towards minimum staffing requirements.

E. When an employee is newly hired by the Town, he/she will undergo a period of field training. The field training shall consist of rotating among the "A", "B" and "C" tours of duty noted in "A" above with his/her assigned days off (pass days) during the field training period being the same as the certified Field Training Officer. The Chief of Police will designate the initial tour of duty for the new hire, who will then rotate to the next tour of duty as set forth herein.

In the event the new hire is an experienced police officer (defined as one (1) full year of experience after completion of the required basic police academy training), the field training schedule will be two (2) weeks on each tour of duty for a total of six (6) weeks. However, if at the conclusion of the six (6) weeks the Chief of Police determines that more field training is required, the Chief of Police may require additional field training, following the same rotation schedule.

In the event the new hire is not an experienced police officer, the field training schedule will be four (4) weeks on each tour of duty for a total of twelve (12) weeks. However, if at the conclusion of the twelve (12) weeks, the Chief of Police determines that more field training is required, the Chief of Police may require additional field training, consisting of an additional two (2) weeks on each tour of duty.

A new hire shall not count towards the staffing level of any tour of duty during field training.

A new hire who rotates to a new tour of duty during his/her field training and has to have his/her days off (pass days) adjusted in order to be assigned to a different certified Field Training Officer, shall be paid overtime or receive a schedule adjustment day(s) without having to use any of his/her paid leave accruals, at his/her option.

Notwithstanding the above field training schedule, the Chief of Police may cease training at any time or forego field training when, based upon performance and/or experience, the new hire has demonstrated that he/she is adequately trained.

ARTICLE 7

NIGHT DIFFERENTIAL

Effective January 1, 2010, an employee who bids, or is involuntarily assigned, or works the permanent "A" line tour of duty hours as set forth in Article 6 – Tours of Duty, shall be paid the night differential over and above that employee's Base Wage for all hours actually worked on the permanent "A" line tour of duty, or any part thereof as set forth below.

Effective January 1, 2010, an employee who bids, or is involuntarily assigned, or works the permanent "C" line tour of duty hours as set forth in Article 6 – Tours of Duty, shall be paid the night differential over and above that employee's Base Wage for all hours actually worked on the permanent "C" line tour of duty, or any part thereof as set forth below.

The night differential to be paid shall be as follows:

	<u>1/1/10</u>	<u>1/1/11</u>
"A" Line	+\$.50/hr	+\$.60/hr
"C" Line	+\$.25/hr	+\$.35/hr

The night differential amounts set forth above shall not be included in calculating the employee's overtime rate of pay, and shall not be paid when the employee is on paid leave.

ARTICLE 8

UNIFORMS AND EQUIPMENT

A. **Clothing Allowance.** A clothing allowance shall be credited to each police officer who has completed six (6) months of service with the Department as follows:

<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
\$1,125.00	\$1,150.00	\$1,175.00

The above amounts shall be paid in two (2) equal installments on February 15th and August 15th of each year.

The Detective/Investigator shall be covered by this provision.

B. **Replacement of Equipment.** Uniforms and related apparel torn or damaged while on duty shall be replaced by the Town. This expense shall be in addition to the annual clothing allowance.

C. **Weapons.** Service revolvers shall be paid for by the Town for each police officer. Type of weapon shall be determined by the Chief of Police. This expense is to be in addition to the annual clothing allowance.

D. **Ammunition.** The Town shall, at its sole cost and expense, supply each police officer with whatever ammunition is required, in the Chief of Police's discretion, to maintain the highest possible rating and to maintain the police officer's weapons readiness. This expense is to be in addition to the annual clothing allowance.

E. **Repair.** Repair of service revolvers shall be at the expense of the Town, if damaged while in the line of duty or during authorized target practice.

F. Upon hire, all employees shall receive an initial uniform and equipment allotment, as set forth in Appendix "C", attached hereto and made a part of this Agreement, at no cost to the employee. In the event the Town or Chief of Police require additional uniforms and/or equipment, as set forth in Appendix "C", the Town shall provide, at no cost to the employee, those articles.

ARTICLE 9

INSURANCE

A. **Health Insurance.** All employees shall be eligible for membership in the State Insurance Plan; however, the Town reserves the right to substitute insurance carriers, self-insure, or a combination of the two, provided the schedule of benefits is to be substantially the same as the State Insurance Plan. Before the Town effectuates such a change, it will submit said anticipation plan or plans to the PBA, which will ascertain whether it believes the obligations under this section have been fulfilled. In the event a dispute arises as to the fulfillment of the obligations under this section, the matter shall be submitted to binding arbitration pursuant to the arbitration clause contained in this Agreement. The Town may not substitute the new carrier or self-insurance program, or a combination of the two, prior to any such arbitration decision.

The Town shall contribute one hundred (100%) percent of the health insurance premiums for a family plan for employees and dependents, and/or for an individual employee(s).

B. **Health Insurance Buy-Out.** The Town shall provide for an optional buy-out of health insurance coverage of an employee. The buy-out of health insurance coverage shall provide that an employee who is covered by another health insurance plan may notify the Town on the Request to Decline And Waive Health Insurance Coverage form, attached hereto and

made a part of this Agreement as Appendix "D", that he/she is electing to decline and waive the health insurance coverage provided by the Town, which the employee is eligible and entitled to receive pursuant to "A" above.

An employee who declines and waives health insurance coverage as provided in "A" above, shall be compensated at thirty percent (30%) of the premium cost in effect, payable in equal installments in the first (1st) payroll at the end of each calendar quarter.

An employee who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Town, be required to provide written proof to the Town that he/she is covered by health insurance under a different plan. An employee who has elected to receive the buy-out fee is required to provide written notice to the Town on the Request to Resume Health Insurance Coverage form, attached hereto and made a part of this Agreement as Appendix "D", that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the Town. The effective date of the employee's re-establishment of health insurance coverage by the Town shall be at the earliest possible date as provided by the plan. The Town shall notify the plan upon notice by the employee of that employee's decision to re-establish health insurance coverage through the Town.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The Town shall provide the forms to the employee that are attached hereto and made a part of this Agreement as Appendix "D".

C. **Cafeteria Flex 125 Spending Account.** The Town shall provide a pre-taxed cafeteria flexible 125 spending account within the guidelines as established by the Internal Revenue Service (IRS) for areas such as but not limited to: childcare, un-reimbursed medical and/or dental costs incurred, optical expenses and the like.

D. **Life Insurance.** The Town shall provide life insurance to each employee, payable to a beneficiary designated by him/her which shall be an amount equal to fifty thousand (\$50,000.00) dollars. The cost of life insurance shall be borne by the Town.

E. **Dental Insurance.** The Town shall provide, at its expense, a dental insurance plan for each employee. The employee who opts for family coverage will pay the difference in the cost of family coverage.

ARTICLE 10

RETIREMENT

The Town shall provide to each police officer a retirement program which shall be the twenty (20) year Section 384(d) Retirement Plan of the New York State and Local Police and Fire Retirement System. The cost of such retirement plan is to be borne solely by the Town.

ARTICLE 11

PAID LEAVE

Each employee shall be allowed the following paid leave:

A. **Holidays.** All employees shall receive twelve (12) unspecified holidays per year, which days may be worked at regular rate of pay and a different day than a holiday may be taken.

In the event of separation from service of an employee, aside from retirement (normal or accidental disability retirement) or death, prior to five (5) years service with the Town of Blooming Grove, holidays shall be paid on a pro-rata basis based upon the date in the calendar year when such separation occurs and, therefore, said holiday pay shall be pro-rated.

B. **Sick Leave.** Employees shall receive twelve (12) sick days per year, which leave may be accumulated to a maximum one hundred eighty (180) days.

1. The Town shall not impose unreasonable restrictions upon employees relative to confinement at home due to illness or recovery from injury. Should an employee believe a restriction imposed is unreasonable, he/she shall have access to the grievance procedure.

In the event an employee is absent for more than three (3) consecutive work days, not related to an injury pursuant to Section 207-c of the General Municipal Law, the Chief of Police or designee may request a doctor's and/or dentist's note for the absence.

2. During the last pay period in December, at the employee's option and provided that the employee has already accumulated thirty (30) or more unused sick days and maintains no less than thirty (30) days upon conversion, then, in that event, the Town shall pay such police officer dollar for dollar for each unused sick day, to a maximum of twelve (12) days, at the December pay rate for such police officer. For example, if in any calendar year an employee uses no sick leave days and, further, has at least thirty (30) accumulated unused sick days as of December of that year, he/she may opt to get paid twelve (12) days of pay at that December rate of pay or any lesser number and continue to accumulate those days for which he/she does not opt to receive payment.

C. **Non-accumulated Personal Leave.** Employees shall receive three (3) days of non-accumulated personal leave per calendar year with twenty-four (24) hour prior notice being a condition of the taking of leave.

After an employee has commenced his/her fifth (5th) year of service with the Town, he/she shall be credited the following January 1st, and thereafter, with four (4) personal leave days.

D. **Bereavement Leave.** Employees shall receive bereavement leave upon the death of a parent, spouse, child, sister, brother, parent-in-law, sister-in-law, brother-in-law, stepparent

or grandparent. Such leave shall commence on the date of notification of death and shall not exceed four (4) workdays.

The Chief of Police, at his/her discretion, may grant an additional workday(s) to each employee in each instance of death for those identified above.

E. Upon the death of an aunt or uncle, the employee shall be granted the day off of the funeral, with pay.

Bereavement leave for relatives other than those limited above shall be at the discretion of the Chief of Police.

F. An employee who is noticed and required to appear for any Jury Duty service, shall be released with pay from his/her regularly scheduled tour of duty that calendar day without charge to any other paid leave (i.e., vacation, holiday, compensatory time and personal leave). This release shall not include a mutual tour of duty switch between employees.

The employee shall provide a copy of the appearance notice upon receipt to the Chief of Police or designee.

The employee shall use the night before "call in" system, if available. The employee shall notify the Chief of Police or designee on whether or not they have to appear for Jury Duty for the following day, or are selected for jury service. In the event the employee is not required to report for Jury Duty, he/she shall report to his/her regularly scheduled tour of duty.

All fees paid to the employee for Jury Duty service, when released from his/her regularly scheduled tour of duty, shall be either endorsed over to or paid by the employee to the Town.

Reimbursement from the court, for mileage, tolls, parking and/or meals paid for while on Jury Duty service, shall be retained by the employee.

At the completion of Jury Duty service, the employee shall provide from the court, if made available, a record of attendance to the Chief of Police or designee.

ARTICLE 12

VACATION

A. Police officers shall receive paid vacation time according to the following schedule:

<u>Length of Service</u>	<u>Number of Days</u>
Completion of 1 st year to completion of 4 th year	10 work days
Start of 5 th year to completion of 9 th year	15 work days
Start of 10 th year to completion of 19 th year	20 work days
Start of 20 th year and above	25 work days

A police officer who is hired during any calendar quarter during the year, shall be credited with vacation work days on a pro-rated basis the ensuing January 1st according to the following schedule:

<u>Hired</u>	<u>Number of Days</u>
January, February or March	8 work days
April, May or June	6 work days
July, August or September	4 work days
October, November or December	2 work days

All police officers hired on or before December 31, 1999, shall receive vacation based on their length of service of one (1) through four (4) years and five (5) through nine (9) years as follows:

A police officer who completes his/her first (1st) year of service, shall receive ten (10) vacation work days as set forth above on his/her anniversary date (date of hire), to use on or before December 31st of that year. On the following January 1st, that police officer shall be credited with ten (10) vacation work days for that year. When a police officer's length of service moves them to another level on his/her anniversary date (i.e.; start 5th year, 15 vacation work days), that police officer shall receive the five (5) days difference of vacation to use on or before December 31st of that year. On the following January 1st, that police officer shall be credited with fifteen (15) vacation work days for that year.

Thereafter, those police officers who move to another level of vacation entitlement, shall be credited the following January 1st with the number of vacation work days as set forth above (i.e., start 10 years of service, 20 vacation work days). All current police officers who are at the start of their tenth (10th) through nineteenth (19th) years or twenty (20) years and above length of service, shall not receive the difference of vacation work days as set forth herein on their anniversary date. Those police officers shall be credited with their respective number of vacation work days on January 1st of each year.

A police officer hired on or after January 1, 2000 who is in their first (1st) year of service, shall receive a pro-rated amount of vacation work days as set forth above (i.e., hired on

July 15, 2000, that police officer would be credited with four (4) vacation work days on January 1, 2001). The ensuing January 1st that police officer shall be credited with the full ten (10) vacation work days. Thereafter, that police officer shall be credited on each January 1st with the full number of vacation work days as set forth above.

B. Vacation time in excess of two (2) weeks not taken during a calendar year may, at the option of the police officer involved, be taken in additional compensation at the end of the year at the rate of forty (40) times hourly rate of pay for each five (5) day period or may be accumulated for not more than a year past the calendar year in which it was earned. If such vacation time is accumulated for one year and not used during that year in excess over two (2) weeks (ten [10] days), it shall be paid as additional compensation at the end of the carry-over year. If entitled, a police officer must take at least two (2) weeks (ten [10] days) vacation in any one calendar year. If a police officer elects to receive payment in lieu of vacation, he/she shall notify the Town Supervisor prior to September 30th of the year preceding payment. Such police officer shall have the right to rescind his/her election to take such payment.

C. Vacation shall be selected by seniority in the November preceding the year in which it is to be taken. Each police officer may select vacations in blocks of four (4) days. If a police officer does not take continuous blocks of vacation, the police officer must pass to the next police officer in order of seniority, who will select and pass in the same fashion. Police officers may take up to five (5) single days as vacation to be scheduled with the approval of the Chief of Police.

ARTICLE 13

POLICE ORIENTED EDUCATION

The Town shall reimburse costs incurred by a police officer as follows:

Associate's Degree - The Town shall pay the full tuition for all courses, electives and labs taken by a police officer who is enrolled as a student towards an Associate's Degree in Criminal Justice and/or Police Science. Reimbursement shall be made to the police officer upon obtaining at least a "C" grade. In the event the course, elective or lab is graded with a pass/fail, the police officer shall be reimbursed upon obtaining a passing grade. Reimbursement shall not include books, publications or periodicals. The reimbursement cost per credit for the courses, electives and labs will be based on the then existing cost charged by Orange County Community College.

Baccalaureate Degree - The Town shall pay the full tuition for all CORE courses taken by a police officer who is enrolled as a student towards a Baccalaureate Degree in Criminal Justice and/or Police Science. CORE courses shall be defined as those courses which are directly related to Criminal Justice and/or Police Science (i.e., New York State Penal Law). Reimbursement shall be made to the police officer upon obtaining at least a "C" grade. Reimbursement shall not include books, publications, periodicals or any electives that are not related to Criminal Justice and/or Police Science. The reimbursement cost per credit for the

courses, electives and labs will be based on the then existing cost charged by a State University of New York (SUNY).

With the prior approval of the Chief of Police, a police officer enrolled in Empire State College or similar program shall also be reimbursed as set forth above.

ARTICLE 14

IN-SERVICE SCHOOLING

For the purpose of this Article, the term "in-service" schooling shall mean any course of study available to police officers, which course of study is given or sponsored by either:

1. New York State Police
2. The Municipal Police Training Council
3. Federal Bureau of Investigation
4. International Chiefs of Police Association
5. United States Justice Department
6. Orange County District Attorney's Office

All notices of the availability of in-service schooling received by the Town or the Chief of Police shall be posted immediately on the main bulletin board at the Blooming Grove Police Station.

The Chief of Police, in his/her discretion, with the approval of the Town Board, shall determine when any police officer shall be authorized to attend any such course. If authorized, the Town shall pay all reasonable and necessary expenses when attending an approved in-service training school other than a Basic Academy. Said expenses shall include the cost of any meal in an amount not to exceed \$12.00.

A police vehicle, if available, will be provided for transportation of police officers to schools or for other official business.

ARTICLE 15

HEALTH INSURANCE ON RETIREMENT

A. All police officers hired on or before December 16, 1986 shall receive continuous health insurance coverage for individual and/or dependent (family) upon their retirement, with one hundred percent (100%) of the premium cost paid by the Town.

B. All police officers hired on or after December 17, 1986 shall receive continuous health insurance coverage for individual coverage upon retirement, with one hundred percent (100%) of the premium cost paid by the Town. The Town shall pay one hundred percent (100%) of the premium cost for family coverage upon the insured reaching forty-five (45) years of age. In the event an employee receives a disability retirement from the Police and Fire Retirement

System, the age requirement set forth herein shall be waived, and the Town shall pay one hundred percent (100%) of the family premium.

C. In the event of a police officer's death in the performance of duty, the Town shall continue to provide the same health insurance benefits as set forth in Article 9 - Insurance, by paying seventy-five percent (75%) of the premium cost for the police officer's surviving spouse, and eligible dependent(s), with the remaining twenty-five percent (25%) paid by the surviving spouse and/or eligible dependent(s) directly to the Town on or about the first (1st) of each calendar month.

D. In the event of a retiree's death, the Town shall continue to provide the same health insurance benefits as set forth in Article 9 - Insurance, by paying seventy-five percent (75%) of the premium cost for the retiree's surviving spouse, and eligible dependent(s), with the remaining twenty-five percent (25%) paid by the surviving spouse and/or eligible dependent(s) directly to the Town on or about the first (1st) of each calendar month.

E. Any employee who retires in the future, will not be eligible for the Town health insurance plan if a plan is available to that employee that is at least equal in benefits and costs. It is understood further that such an employee will be permitted back into the plan in the event that employee is no longer eligible for the alternate plan. It is understood that in the event of the retiree's death, Section D above shall be applicable and not this section.

ARTICLE 16

GRIEVANCE PROCEDURE

In order to establish harmonious and cooperative relations between the Town and its Police Officers, which will enhance the police protection program of the Town, it is hereby declared to be the purpose of these procedures to provide a means for the orderly settlement of differences, promptly and fairly, as they arise, and to assure equitable and proper treatment of police officers pursuant to established rules, regulations and policies of the Town. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

A. **Informal Stage.** The aggrieved police officer shall orally present his/her grievance to his/her immediate supervisor, who shall orally and informally discuss the grievance with the aggrieved police officer. The immediate supervisor shall render his/her determination to the aggrieved police officer within five (5) days after the grievance has been presented to him/her. If such grievance is not resolved to the satisfaction of the aggrieved police officer at this stage, he/she may proceed to the formal stage(s).

B. **Formal Stage.** Within five (5) days after a determination has been made at the preceding stage, the aggrieved police officer may make a written request to the Town Supervisor, or his/her designee, with a copy to the immediate supervisor for review and determination. If the Town Supervisor designates a person to act in his/her behalf, he/she shall also delegate full authority to render a determination on his/her behalf.

The Town Supervisor, or his/her designee, shall render his/her determination within ten (10) days after the written statements have been presented to him/her.

C. **Town Board Stage.** The aggrieved police officer may, within five (5) days of the final determination of the Town Supervisor, or his/her designee, make a written request to the Town Board with a copy to the Town Supervisor for review and determination. All written statements and records of the case shall be submitted to the Town Board.

The Town Board shall notify all parties concerned in this case of the time and place where an informal hearing will be held, and where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) days of receipt of the written request to the Town Board.

D. **Arbitration Stage.** After such hearing, if the police officer and/or the PBA is not satisfied with the decision at the Town Board Stage and the PBA determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Town Board within fifteen (15) days of the decision at the Town Board Stage.

Within five (5) days after written notice of submission to arbitration, the Town Board and the PBA will agree upon a mutually acceptable Arbitrator competent in the area of the grievance, and will obtain a commitment from the said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain such a commitment within the specified period, a request for a list of Arbitrators will be made to the American Arbitration Association (AAA) in the selection of an Arbitrator. The cost of the administration of this section, including fee expenses and the cost of selecting the Arbitrator, if any, shall be borne equally by the parties.

The selected Arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearing has been waived, then from the date the final statement and proofs are submitted to him/her. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.

The Arbitrator shall have no power of authority to make any decision which requires the commission of an act prohibited by law or which is in violation of any terms of this Agreement.

The Arbitrator's award will be final and binding on the parties.

The cost of administration of this section, including all fee expenses, shall be borne equally by the parties.

E. **Basic Principles.**

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. All police officers shall have the right to be represented at any stage of the procedure by the PBA and/or its counsel, or by a representative of his/her own choosing.
3. All police officers who are participating in the grievance procedure, either as an aggrieved party or as a representative of the PBA, shall be allowed such time off from his/her regular duties as may be necessary without loss of pay or vacation or other time credits, providing such participation does not prevent the normal function of the Police Department.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. All hearings shall be confidential.
6. It shall be the responsibility of the Town Supervisor to give force and effect to these procedures. At such stage, it shall be the responsibility of the person to whom the grievance is submitted for determination to consider promptly each grievance presented to him/her to make a determination within the authority delegated him/her within the time specified in these procedures.

ARTICLE 17

MANAGEMENT RIGHTS

It is understood and agreed that the Town retains all the authority, rights and responsibilities possessed by the Town over the employee, under applicable laws and regulations and under the provisions of Article 10, Sections 150, 151, 152, 153, 154, 154a, 155, 156, 157 and 158 of the Town Law and subsequent amendatory legislation and the Rules and Regulations of the Blooming Grove Police Department as adopted by the Town

ARTICLE 18

NO STRIKES

The employee shall not engage in a strike, sit-in, massive sick call, nor cause, instigate, encourage or condone the same. The employee shall exert his/her best efforts to prevent and terminate any strike, sit-ins or massive sick call.

ARTICLE 19

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

Section 1. Applicability

Section 207-c of the General Municipal Law provides that any Police Officer of the Police Department of the Town of Blooming Grove

"who is injured in the performance of his duties or who is taken sick as a result of the performance of his duties so as to necessitate medical or other lawful or remedial treatment shall be paid by the municipality by which he is employed the full amount of his regular salary or wages until his disability arising therefrom has ceased and, in addition, such municipality shall be liable for all medical treatment and hospital care necessitated by reason of such injury or illness."

The following procedures shall regulate the application and benefit award process for Section 207-c benefits.

Section 2. Definitions

- (A) **Employer:** The Town of Blooming Grove
- (B) **Chief:** The Chief of Police of the Town of Blooming Grove
- (C) **Claimant:** Any Police Officer of the Town of Blooming Grove who is injured in the performance of his/her duties or who is taken sick as a result of the performance of his/her duties.
- (D) **Claims Manager:** The individual designated by the Employer who is charged with the responsibility of administering the procedures herein.
- (E) **Section 207-c Benefits:** Payment of regular salary or wages and medical treatment and hospital care mandated under Section 207-c. In addition to receiving his/her regular salary or wages and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled to health insurance in the same manner in which the employee was receiving health insurance when working. Additionally, the employee shall continue to accrue or be credited with sick leave, holiday pay, personal leave, vacation days and clothing allowance while he/she is on Section 207-c leave for his/her first (1st) twelve (12) months. Thereafter, the Employer shall retain the right to extend, up to three (3) months at a time, the accrual or crediting of sick leave, personal leave, vacation days and clothing allowance only.

Section 3. Application for Benefits

1. Department Incident Reports:

- (A) Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file a written department incident report with the Chief and Claims Manager within fifteen (15) calendar days after the injury or illness or within fifteen (15) calendar days after the Claimant should have become aware of the injury or illness. Upon good cause shown, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary incident report within the required fifteen (15) calendar days.
- (B) The department incident report shall include the following information as available to the Claimant:
 - (i) the time, date and place of the incident;
 - (ii) a statement of the facts surrounding the incident;
 - (iii) the nature and extent of the Claimant's injury or illness; and
 - (iv) the name of any possible witnesses to the incident.

2. Application for benefits:

- (A) Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties shall file an application for benefits with the Claims Manager within fifteen (15) calendar days after the incident giving rise to the injury or sickness or within fifteen (15) calendar days after the Claimant should have become aware of the injury or illness. Upon good cause shown an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary application within the required fifteen (15) calendar days.
- (B) The Claimant shall be permitted to file documentation to supplement the original application for benefits under the following circumstances:
 - (i) after filing the application, but before the determination of the Claims Manager and
 - (ii) as set forth in Section 11.
- (C) All applications for Section 207-c benefits shall be in writing, as set forth herein as Appendix "E", attached hereto and made a part of this Agreement, which shall include the following:

- (i) the time, date and place where the injury or illness producing incident occurred;
 - (ii) a detailed statement of the particulars of the incident;
 - (iii) the nature and extent of the Claimant's injury or illness;
 - (iv) the Claimant's mailing address;
 - (v) the names of any potential witnesses; and
 - (vi) the name and address of all of the Claimant's treating physicians.
3. A department incident report and application for Section 207-c benefits may be filed by either the Claimant or by some other person on behalf of the Claimant where the Claimant's injury or illness prevents him/her from filing the department incident report or Section 207-c benefits application.

Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits.
2. The Claim Manager's authority shall include, but not be limited, to the following:
 - (i) employ experts and specialists to assist in the rendering of the determination of eligibility;
 - (ii) require the production of any book, document or other record that pertains to the application, injury, or illness;
 - (iii) require the Claimant to submit to one (1) or more medical examinations related to the illness or injury;
 - (iv) require the Claimant to sign forms for the release of medical information that bears upon the application;
 - (v) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
 - (vi) do all that is necessary or reasonable in the processing of said application.

3. On an initial determination investigation, a Claimant must cooperate with the Employer and provide all necessary information, reports and documentation. A determination of initial eligibility by the Claims Manager shall be made within fifteen (15) calendar days, based upon the investigation without holding a hearing.

The Claims Manager shall mail a written copy of his/her decision to the Claimant, and the Chief within fifteen (15) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

A written request for a hearing to appeal from an initial determination of the Claims Manager must be filed with the Claims Manager within fifteen (15) calendar days after mailing of the determination of Claimant. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

Section 5. Time Off Pending Initial Determination

1. Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant's sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the Claimant shall use paid leave in the following order:

- (A) Personal Leave
- (B) Holiday Time
- (C) Vacation

If the Claimant is granted Section 207-c benefits, the leave time used will be credited back to Claimant.

Section 6. Medical Examinations and Treatment

1. After the filing of an application, the Claims Manager may require a Claimant to submit to such medical examinations as may be directed by the Claims Manager, including examinations necessary to render an initial or final determinations of eligibility, to determine if the Claimant is able to perform his/her regular duties or light duty assignments as set forth in Section 7 of this procedure, and/or examinations required to process an application for ordinary and accidental disability retirement. The Claims Manager may also require a Claimant to submit to medical treatment. Such treatment may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c Recipient who refuses to accept such examination(s) and/or medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. The Claims Manager shall provide written notice to the Claimant that his/her benefits are being terminated pursuant to Section 10 of this Procedure, on the basis of the refusal. A Claimant contesting the termination must make a written request for a hearing to appeal to the Claims Manager within fifteen (15) days after mailing of the termination notice and the Claims Manager shall arrange for a hearing pursuant to Section 11 of this procedure. Claimant shall cooperate in scheduling of the

examination(s) and treatment, medical records to the injury or illness to the employee's examiner and in answering questions placed by the health care provider relating to the injury or illness.

2. **Medical Reports.** All physicians, specialists and consultants treating a Claimant or Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager. The Claimant or Recipient shall execute all necessary releases, as set forth herein as Appendix "E", attached hereto and made a part of this Agreement, and shall be responsible for the filing of said reports. Claimant shall receive a copy of the medical reports filed with the Claims Manager. The medical reports which are filed shall remain confidential and only released for purposes of administering the procedures herein.
3. **Payment for Medical and Related Services.** A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the injury or illness giving rise to the claim. Unless in an emergency, notice shall be made prior to the incurring of the expense.
4. Any claim for surgical operations or physiotherapeutic procedures (i.e. chiropractic care or physical therapy) must be pre-approved by the Claims Manager unless it was required in an emergency. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.
5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based. The Employer reserves the right to arrange for alternate methods for the Claimant to receive prescriptions, appliances and supplies (prescription drug card, for example).

Section 7. Light Duty Assignments

1. Any Recipient may be examined by a physician chosen by the Claims Manager to determine the Recipient's ability to perform light duty. Any Recipient deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, in his or her sole discretion, to perform such light duty.
2. A Recipient who disagrees with the order to report for light duty and has conflicting medical documentation that he/she is unable to undertake light duty shall submit the medical documentation to the Claims Manager within fifteen (15) calendar days of mailing of the order to report for light duty. The Claims Manager shall review said medical evidence and within fifteen (15) calendar days of its receipt shall issue to the Chief and Recipient a decision as to whether the order to return to light duty shall be confirmed, modified or withdrawn. If the Recipient is dissatisfied with the decision he/she may, in writing, request a hearing to appeal from the decision within fifteen (15) calendar days

after mailing of the decision of this procedure. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

3. Payment of full Section 207-c benefits shall be continued with respect to a Recipient who submits conflicting medical documentation with the order to report to light duty, until it is determined whether the Recipient is capable of performing the light duty pursuant to Section 11 of this procedure. Where a determination has been made by the neutral Hearing Officer that the employee can report to and perform light duty, and that individual fails or refuses to perform light duty that employee's Section 207-c benefits shall be discontinued pursuant to Section 10 of this procedure.

Section 8. Changes in Condition of Recipient

1. Every Section 207-c Recipient shall be required to notify the Claims Manager of any change in his or her condition which may enable the Recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 9. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every Section 207-c Recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:
 - (i) requiring Recipient to undergo medical examination(s) and treatment by physician or medical providers chosen by the Claims Manager;
 - (ii) requiring Recipient to apprise the Claims Manager as to his/her current condition; and
 - (iii) requiring Recipient or any other involved parties to provide any documentation, books or records that bear on the Recipient's case.

Section 10. Termination of Benefits

1. If, for any lawful reason, including but not limited to, all those reasons specified in these procedures, the Claims Manager determines that a Recipient is no longer or was never eligible for benefits, the Claims Manager shall notify the Recipient in writing of the termination and reason for the termination. Notice of such termination and the reasons therefore shall be served by mail upon the Recipient and the Chief. If the Recipient requests a hearing pursuant to Section 11 of this procedure, pending a determination by the neutral Hearing Officer with respect to the Recipient's eligibility, the Recipient shall continue to receive Section 207-c benefits.

Section 11. Hearing Procedures

1. Hearings requested under the provisions of this procedure shall be conducted by a neutral Hearing Officer. The following individuals shall serve as Hearing Officers:

- (A) Jeffery M. Selchick
- (B) Dennis J. Campagna
- (C) Howard Edelman

The above named Hearing Officers shall be used on a rotational basis. The hearing shall be conducted within sixty (60) calendar days of the request. In the event the Hearing Officer next on the rotation cannot conduct the hearing, the rotation of the list shall continue until a Hearing Officer is reached who can comply with this time limit. In the event none of the Hearing Officers are available within sixty (60) calendar days, the parties agree that the Hearing Officer who has the most available date will be assigned.

The review of the Hearing Officer shall be limited to the record before the Claims Manager in making the determination under review. No new evidence, in medical reports or otherwise shall be allowed to be presented by either party, except that testimony of the persons whose reports were reviewed by the Claims Manager shall be permitted.

After requesting a hearing, the Claimant/Recipient shall be permitted to submit additional information to the Claims Manager so long as said submission is made no later than thirty (30) calendar days prior to the date of the scheduled hearing. The Claims Manager shall review the documentation and inform the Claimant/Recipient in writing within seven (7) calendar days of the submission, as to whether the determination that is the subject of the hearing will be modified. So long as the Claimant/Recipient meets the time requirements in this provision, should the Claims Manager's determination remain unchanged, the record before the Hearing Officer may include the additional submission of Claimant/Recipient.

The scope of review of the Hearing Officer shall be whether the Claims Manager had a reasonable basis for his/her determination.

The Claimant may be represented by a designated representative and may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Employer shall provide a copy to the Claimant/Recipient or his/her designated representative and Hearing Officer upon receipt, at no cost. The Hearing Officer shall render and submit to the Employer, with a copy to the Claimant/Recipient's representative, his/her written Final and Binding Opinion and Award within thirty (30) calendar days after the close of the hearing. Any such determination of the Hearing Officer shall be reviewable pursuant to the provisions of Article 75 of the Civil Practice Law and Rules. The fees and expenses of the Hearing Officer shall be paid as follows:

- (i) the Employer shall pay all fees and expenses for the first (1st) day, or any part thereof.
- (ii) thereafter, the fees and expenses of the Hearing Officer shall be paid equally by the parties.

Section 12. Coordination with Workers' Compensation Benefits

1. Upon payment of Section 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Employer for periods during which a Claimant received Section 207-c benefits. If the Claimant shall have received any Workers' Compensation benefits hereunder which were required to be paid to the Employer, the Claimant shall repay such benefits received to the Employer, or such amounts due may be offset from any Section 207-c benefits thereafter. Upon termination of Section 207-c benefits, any continuing Worker's Compensation benefits shall be payable to the Claimant. The parties shall not be bound by a determination of the Worker's Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

1. Payment of Section 207-c benefits shall be discontinued with respect to any Claimant who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous

1. A Claimant who is receiving medical treatment while working, shall make every effort to schedule such medical examinations or treatment during non-work hours.
2. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.
3. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein.
4. The Recipient shall file a Notice to the New York State Comptroller, attached hereto and made a part of this Agreement as Appendix "E", with a copy to the Town Clerk.

ARTICLE 20

DISCIPLINARY PROCEDURE

In the event the Town determines that a written charge(s) is required, the Disciplinary Procedure shall be Section 75 and/or 76 of the Civil Service Law to all employees with at least one (1) year of service with the Town.

ARTICLE 21

SEVERABILITY

In the event that any Article, section or portion of this Agreement is found to be invalid by decision of a tribunal of competent jurisdiction, then such specific Article, section or portion specified in such decision shall be of no force and effect but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 22

LEGISLATIVE ACTION FOR APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THAT ADDITIONAL FUNDS THEREFORE BE MADE AVAILABLE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

The provision of said Article, section or portion shall be retroactive to the date of this Agreement upon approval by the appropriate body.

ARTICLE 23

DURATION OF AGREEMENT

The Agreement shall become effective as of January 1, 2009 and shall terminate on the close of business on December 31, 2011, with the exception of those parts of the Agreement which are to become effective at such other time as are heretofore provided.

ARTICLE 24

CONCLUSION OF AGREEMENT

A. The parties agree that if no agreement has been reached by midnight, December 31, 2011 that the terms of this Agreement will remain in effect until such time as there is a settlement between the parties hereto for the next ensuing year.

B. This Agreement is the entire agreement between the Town and the PBA and terminates all prior agreements and understandings and all negotiations during its term. During the term of this Agreement, neither party will unilaterally seek to change or modify the terms and conditions of this Agreement through legislation or administrative action, or by any other means. Both parties agree to jointly support any legislation or administrative action necessary to implement the terms of this Agreement. The parties acknowledge that they have fully negotiated with respect to the terms of this Agreement and to the conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

TOWN OF BLOOMING GROVE

By:  Date: August 23, 2011
Frank Fornario, Supervisor

BLOOMING GROVE POLICE BENEVOLENT ASSOCIATION, INC.

By:  Date: 8/23/2011
Trevor Peachey, President

APPENDIX "A"

Effective as of the dates below, the following Base Wage shall be paid, followed with service construed to mean continuous employment in the Blooming Grove Police Department.

<u>Step</u>	<u>Years of Service</u>	<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
1	Starting	\$48,115	\$48,596	\$49,082
2	After 1 Year	\$51,671	\$52,704	\$53,758
3	After 2 Years	\$55,560	\$56,949	\$58,373
4	After 3 Years	\$58,823	\$60,441	\$62,103
5	After 4 Years	\$62,406	\$64,278	\$66,206
6	After 5 Years	\$65,563	\$67,530	\$69,556

A. The Detective/Investigator shall be paid a differential above Step 6 as follows:

<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
7.0%	7.0%	7.0%
\$70,152	\$72,257	\$74,425

B. The Longevity schedule is as follows:

<u>Step</u>	<u>Length of Service</u>	<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
7	Starting 5 th year to completion of 9 th year	\$1,800.00	\$1,850.00	\$1,900.00
8	Starting 10 th year to completion of 13 th year	\$2,050.00	\$2,100.00	\$2,150.00
9	Starting 14 th year to completion of 17 th year	\$2,300.00	\$2,350.00	\$2,400.00
10	Starting 18 th year and above	\$2,700.00	\$2,750.00	\$2,800.00

All longevity pay shall be paid at the end of the calendar year.

APPENDIX “B”

ILLUSTRATION

POLICE OFFICERS PERMANENT TOURS OF DUTY

“A” Line	- 11:00 p.m. to 7:00 a.m.
“B” Line	- 7:00 a.m. to 3:00 p.m.
“C” Line	- 3:00 p.m. to 11:00 p.m.
“D” Line	- 6:00 p.m. to 2:00 a.m.

		M	T	W	T	F	S	S	M	T	W	T	F
“A” Line													
	1	A	A	A	A	-	-	A	A	A	A	-	-
	2	-	-	A	A	A	A	-	-	A	A	A	A
	3	A	A	-	-	A	A	A	A	-	-	A	A
		2	2	2	2	2	2	2	2	2	2	2	2
“B” Line													
	1	B	B	B	B	-	-	B	B	B	B	-	-
	2	-	-	B	B	B	B	-	-	B	B	B	B
	3	B	B	-	-	B	B	B	B	-	-	B	B
		2	2	2	2	2	2	2	2	2	2	2	2
“C” Line													
	1	C	C	C	C	-	-	C	C	C	C	-	-
	2	-	-	C	C	C	C	-	-	C	C	C	C
	3	C	C	-	-	C	C	C	C	-	-	C	C
	4	C	C	C	C	-	-	C	C	C	C	-	-
		3	3	3	3	2	2	3	3	3	3	2	2
“D” Line													
	1	-	-	D	D	D	D	-	-	D	D	D	D
		0	0	1	1	1	1	0	0	1	1	1	1

APPENDIX "C"

All police officers shall be provided, at the Town's expense, his/her full initial uniform and equipment issue, which by agreement consists of the following minimum items:

- 4 long sleeve shirts
- 4 short sleeve shirts
- 4 pair of pants (all-season wear)
- 1 Spring/Fall jacket (with liner)
- 2 ties and 1 tie clasp
- 1 raincoat (reversible)
- 2 LAPD hats
- 1 winter hat
- 1 rain cover for hats
- 2 pair of shoes
- 1 pair of boots
- 1 pair knee-hi rubber boots
- 1 garrison belt
- 1 bullet-proof vest * (replacement pursuant to manufacturer's specifications)
- 1 hat shield
- 24 Town of Blooming Grove PD patches
- 2 name tags
- 2 sets of collar brass
- 2 police shields
- 1 weapon/gun belt
- 1 holster
- 1 ammo case (double magazine capacity)
- 1 semi-automatic service weapon, 9mm minimum
- 2 spare ammo magazines
- sufficient ammunition for maximum capacity of weapon and spare magazines
- 1 handcuff case
- 2 pair of handcuffs with keys
- 1 nightstick
- 1 nightstick holder
- 5 belt keepers
- 1 rechargeable MAG light flashlight
- 2 pair of white dress gloves
- 1 pair of black leather gloves
- 2 V-neck navy blue commando style sweaters
- 1 Sam Browne sash belt and keepers
- 1 dress blouse
- * Replacement shall not be charged to uniforms and equipment allowance.

All police officers shall receive additional uniforms and equipment as required and determined by the Chief of Police or designee, at no cost to any police officer. Any and all such additional uniforms or equipment required shall become part of this minimum Appendix "C" for issue to existing and new police officers.

APPENDIX "D"

TOWN OF BLOOMING GROVE

REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

1. I, _____, hereby request a decline and waiver of health insurance provided by the Town for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Town health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: _____

Coverage provided by or through: _____
(Name of organization or Town)

Subscriber Number: _____

Attached to this form is a copy of the identification card for this health insurance plan.

2. In making this request, I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Town provided health insurance coverage for which I and/or my dependents are now eligible for. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the form "Request to Resume Health Insurance Coverage" to re-establish Town provided health insurance coverage and that the effective date for resumption of Town provided health insurance coverage is subject to and conditioned on the requirements of the health insurance carrier. I hereby acknowledge that I have been advised by the Town as to the health insurance carrier's present requirements for resumption of health insurance coverage, and I understand that those requirements may be changed at any time by the health insurance carrier.
3. I understand and agree that I will be compensated by the Town for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement between the Town and the PBA.
4. I understand and agree that my waiver of health insurance shall remain in effect unless I apply on the appropriate form to the Town to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of health insurance coverage shall continue until I complete and file with the Town the necessary form to re-establish the health insurance coverage provided by the Town in accordance with the requirements of the Town's

health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Town's health insurance carrier. Upon resumption of my health insurance coverage through the Town, the compensation I have received in connection with the waiver of health insurance coverage shall cease, in accordance with the terms of the collective bargaining agreement by and between the Town and the PBA.

Employee Signature _____ Print Name _____

Date: _____

Town of Blooming Grove Agent _____
Print Name _____

Date: _____

cc: President, Town of Blooming Grove PBA

APPENDIX "D"

TOWN OF BLOOMING GROVE

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, _____, hereby request to re-establish Town provided health insurance which I had previously received from the Town. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance carrier.
2. I understand and agree that the effective date for resumption of Town provided health insurance coverage is subject to and conditioned on the requirements of the Town's health insurance carrier.
3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of Town provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement by and between the Town and the PBA.

Employee Signature _____ Print Name _____

Date: _____

Accepted For The Town of Blooming Grove:

Town of Blooming Grove Agent _____
Print Name _____

Date: _____

cc: President, Town of Blooming Grove PBA

APPENDIX "E"

**THE TOWN OF BLOOMING GROVE POLICE DEPARTMENT
GENERAL MUNICIPAL LAW SECTION 207-c APPLICATION**

1. _____
Name of Officer
2. _____
Address to which correspondence concerning application should be directed.
3. _____ 4. _____
Telephone Number Age
5. _____
Name of Supervisor
6. _____
Current Job Title
7. _____
Occupation at Time of Injury/Illness
8. _____
Length of Employment
9. _____ 10. _____ 11. _____
Date of Incident Day of Week Time
12. (a) _____
Name of Witness(es) and Address (if available)
(b) _____
(c) _____
13. (a) _____
Names of co-employees at the incident site
(b) _____
(c) _____

14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.) _____

15. Where did the incident occur? Specify. _____

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.) _____

17. When was the incident first reported? _____
To Whom? _____ Time _____
Witness(es) (if any) _____
18. Was first aid or medical treatment authorized? _____
By Whom? _____ Time _____
19. Name and address of attending physician _____

20. Name of Hospital _____
21. State name and address of any other treating physician(s) _____
22. State nature of injury and part or parts of body affected _____

23. The name and address of my representative to whom a copy of any decision concerning the application should be sent: _____

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

(Signature of Applicant if other than Injured Officer)

(Date)

Application Received By:

(Signature of Person Authorized to Receive Application)

(Date)

Date of Report

_____, New York

Signature of Injured Officer

AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION

hereby authorize the use or disclosure of my health information as described in this authorization and in accordance with the Health Insurance Portability and Accountability Act of 1995 for my General Municipal Law Section 207-c claim.

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7. **RIGHT TO REVOKE:** I understand that I have the right to revoke this authorization at any time by notifying in writing the party listed in Section (3) of this authorization and the party listed in Section (1) of this authorization.
8. I understand that any use or disclosure made prior to the revocation of this authorization will not be affected by a revocation.
9. I understand that I am entitled to receive a copy of this authorization.
10. I understand that this authorization will expire twelve (12) months after the date of my, or my personal representative's, execution of this authorization.
11. I understand that signing this authorization is voluntary. My treatment, payment, enrollment in a health plan or eligibility for health insurance benefits will not be conditioned upon my authorization of this disclosure.

Signature of Individual
or individual's personal representative

Date

Print name of individual
or individual's personal representative

If a Personal Representative executes this form, that Representative warrants that he or she has authority to sign the form on the basis of:

APPENDIX "E"

The Comptroller of the State of New York

New York State and Local Police and Fire Retirement System
110 State Street
Albany, New York 12244-0001

***CERTIFIED MAIL - RETURN
RECEIPT REQUESTED***

Dear Comptroller:

In compliance with Section 363 and Section 363-c of the Retirement and Social Security Law instructing me to notify your agency of any and all injuries and illnesses sustained in the line of duty as a member of the Town of Blooming Grove Police Department, I hereby submit the following report:

Name of injured Police Officer

Registration and Social Security Number

Home Address

Date of incident

Time of incident

Location of incident

Description of injury and/or illness

Medical care required

Signature of Police Officer

Print Name

Date

Signature of Witness to Injury

Print Name

Date